

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EAST PALO ALTO
AND THE
EAST PALO ALTO MANAGEMENT EMPLOYEES' ASSOCIATION
(MANAGEMENT UNIT)**

Two Year Agreement (August 1, 2021 through July 31, 2022)

PREAMBLE

This Memorandum of Understanding is entered into by and between the City of East Palo Alto, hereafter referred to as “City”, acting through its negotiator, and employees of the City as represented by the **East Palo Alto Management Employees’ Association**, hereafter referred to as “Union”, pursuant to the Meyers-Milias-Brown Act (MMBA) (Government Code Section 3500-35100). Pursuant to Federal and California law, the City and Union have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the term of this agreement. It is the intent of the parties to set forth herein their entire agreement covering rates of pay, wages, working hours, and other terms and conditions of employment and to provide for prompt and fair settlement of grievances without interruption or other interference with the normal operations of the City.

This Agreement constitutes a mutual understanding between the parties of those wages, hours, terms, and conditions of employment which are to be in effect during the period of the Agreement. Both parties have mutually agreed that their objective is for the good of the City of East Palo Alto and Union members alike. Both parties agree further that, in the interest of collective bargaining and harmonious relations, they will at all times abide by the terms and conditions as hereinafter set forth.

It is agreed that the delivery of quality municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, Union, and the represented employees. Such achievement, and the maintenance of a competent organization that delivers sustained quality municipal services is hereby recognized to be a mutual goal of the parties to this Agreement within their respective roles and responsibilities.

Unless separately identified in another provision of this Agreement, any notification given pursuant to the terms of this agreement shall be sent to the following:

For the City:

For the Union:

City Manager Representative City of East Palo Alto 2415 University Avenue East Palo Alto, CA 94303	Management Employees’ Association (MEA) 2415 University Avenue East Palo Alto, CA 94303
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ARTICLE 1.0: RECOGNITION

1.1 Union Recognition

The Union has been recognized as an Employee Organization pursuant to the Employer-Employee Relations Resolution # 48-83, adopted by the City November 21, 1983 for the regular full-time employees assigned to the classifications set forth in Appendix A.

Pursuant to Section 3500-35100 of the Government Code of the State of California, the City recognizes the East Palo Alto Management Employees' Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, terms, and other conditions of employment for all regular full-time management and mid-management employees in the City, except those in confidential classifications, which are unrepresented. Pursuant to the language in the MOU, this list can be amended from time to time.

1.2 Job Descriptions

The City will make Job Descriptions for all filled bargaining unit positions available to the Union upon request and will provide the Union with drafts of revised job descriptions before approval by the City Manager. Upon request, the City will meet and confer with the Union over changes in job descriptions for bargaining unit members (to the extent those changes fall within the scope of representation) prior to approval by the City Manager.

1.3 Establishment of New Classifications

The City will provide reasonable advance written notice to the Union prior to establishing any new classifications appropriate to the MEA unit or removing classifications from the MEA unit. The City will provide its notice no later than one-week prior to any City Council action required to establish the new classification or modify the bargaining unit assignment of an existing classification. Upon written request from MEA prior to the establishment of the classification by the City Council, the City shall meet and confer regarding the job description and salary range for the new position.

1.4 Reclassification

- A. When necessary, the Union may request that the City reclassify Union positions. These requests shall be made in writing and shall indicate the position's current classification, the proposed reclassification, and a detailed statement of the reasons that the reclassification is appropriate. The Human Resources Manager or designee shall respond to the reclassification requests made by MEA in writing not later than three (3) months after the submission of the request, unless this deadline is mutually extended by the parties. The Human Resources Manager or designee will meet with the Union and each incumbent employee during the process.
- B. In the event that the Human Resources Manager or designee, determines that the reclassification is not appropriate, the Union may appeal the decision to the City Manager in writing, not later than ten (10) calendar days after the date of the Human Resources Manager or designee's decision. The City Manager shall render a decision within ten (10) calendar days of the appeal. The decision of the City Manager shall be final. This section is not subject to the grievance procedure.

- C. Reclassifications will be effective either the date of the Human Resources Manager or designee's decision or three (3) months after the submission of the request, whichever is earlier.

1.5 Position Recruitment

- A. Human Resources to define Internal and External Recruitments (prescribe when appropriate)

- B. Postings

Open recruitments for promotional opportunities for permanent City positions in classifications within the representation unit will be posted at all work locations and on the City's website for at least fourteen (14) calendar days prior to closing applications and shall be mailed to the Union and emailed to bargaining unit members with City email accounts. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job.

"Internal Posting" promotional opportunities for permanent City classifications within the representation unit will be posted at all work locations for at least seven (7) calendar days prior to closing applications and shall be mailed to the Union and emailed to bargaining unit members with City email accounts. All internal and external employment opportunities announcements will be emailed to all employees.

Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job.

- C. The top two (2) permanent bargaining unit members applying for promotional opportunities for classifications within the representation unit and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department. When possible, the top two (2) permanent bargaining unit members applying for promotional opportunities outside of the representation unit and who meet the minimum qualifications for the position will be interviewed.

- D. Once a list of reachable candidates has been generated and upon request by any Department Head, the Human Resources Manager shall refer to the requesting Department a list of the top seven (7) candidates as well as a list of all internal applicants on the recruitment list. The Department Head shall have the discretion to interview any of the candidate whose names have been referred by the Human Resources Manager.

1.5 Contracting Out

- A. The parties have a shared interest in eliminating unnecessary consulting contracts and hiring permanent employees to perform the work of the City. Conditioned upon having available funds, the City will make every effort to recruit and fill all authorized positions which belong to the bargaining unit. The City will retain the right as to how the services will be

delivered to the citizens of East Palo Alto.

- B. Whenever possible, the City agrees to notify the Union ninety (90) days in advance of contracting out work that results in or is the result of elimination or not filling a bargaining unit position and will negotiate with the Union regarding the effects of contracting out on remaining bargaining unit members. In the event the City is moving forward with such a contract in a timeframe shorter than ninety (90) days prior to contracting out work that results in or is the result of the elimination or not filling a bargaining unit position, the City will notify the Union as soon as possible.
- C. This provision shall not apply in situations where the City is preparing for or holding a recruitment for a bargaining unit employee to perform the work or where a recruitment has been unsuccessful in filling the unit position in the last twelve (12) months. However, if a recruitment is unsuccessful the City will run a new recruitment within twelve (12) months after the contracting out of work.
- D. The City will provide the Union with a list of active Purchase Orders twice per year.

1.6 Labor Management Committee (LMC):

The Committee shall meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances shall not be discussed at such meetings. Either party may cancel LMC in writing (i.e., via email). Matters subject to the duty to bargain and not appropriately discussed in another forum, may be discussed. However, the LMC shall not have the authority to add to, amend or modify this MOU/Contract.

ARTICLE 2.0: NON-DISCRIMINATION

2.1 Non-Discrimination

The provisions of this Memorandum of Understanding (MOU) be applied equally to all employees covered hereby without unlawful discrimination because of race, religious creed or political opinion or affiliation or legitimate union activity, color, national origin, age, ancestry, physical and/or mental disability (including HIV and AIDS), medical condition, genetic information, marital status, sex (childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, age, sexual orientation, and military and/or veteran status, against any employee or applicant for employment by the Union or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law.

Further information pertaining to Non-Discrimination is more fully detailed in the Citywide Diversity, Equity, and Inclusion Staff Retention Policy.

ARTICLE 3.0: UNION SECURITY

- 3.1 An employee in one of the classes included in the Unit represented by Local 21 may at any time execute a payroll Deduction Authorization Form as furnished by the Union.

Local 21 will be custodian of records for such Deduction Authorization Form and will provide the City with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Union shall not be required to provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. However, the Union will provide the City with a certification document for each employee with sufficient information to allow the City to identify the appropriate level of deductions.

The Employer (City of East Palo Alto) will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than the Employer. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form. The City shall rely on information provided by Local 21 regarding whether deductions for an employee organization were properly canceled or changed.

HOLD HARMLESS.

The Union shall indemnify and hold the City of East Palo Alto harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions or from complying with any demand for termination hereunder, provided that the City of East Palo Alto promptly provide notice to the Union of any claim, demand, suit, or other action for which it is seeking indemnification. With regard to any such claim, demand, suit, or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

AB119 – Representative Access to Employee Orientation

1. Notice: Except in cases of urgent need, the City of East Palo Alto shall provide at least ten (10) calendar days' written notice, by email to addresses that the Union shall provide to City of East Palo Alto of all new employee orientations whether the orientation takes place in person or online
2. Access: When City of East Palo Alto holds a Benefits or regular Orientation which generally takes place on a new employee's first day of work. At the beginning of the Benefits Orientation, the Union will be afforded up to thirty minutes to meet privately with (and provide materials and information to) all MEA/IFPTE Local 21-represented new employees who are present, without management personnel or any other persons. Up to one (1) Union Representatives who is MEA member may be present at the Orientation during the allotted time without loss of pay.

3. Information Exchange: Within thirty (30) days of hiring a new employee, or by the first pay period of the month following hire, the employer will provide the Union with the below listed information (to the extent it has the information in its possession) in a digital or other usable data format:

1. Name
2. Job Title
3. Department or Division
4. Work Location
5. Telephone Number(s) (work and home/personal provided by employee)
6. Personal email address on file with employer
7. Home address of the new hire

Similarly, City of East Palo Alto will also provide the Union with the above detailed information for all employees within the bargaining unit at least every 120 calendar days in a digital or other usable data format. Currently, City of East Palo Alto does not keep personal email addresses on file for employees and therefore will not be providing the information to the Union. Should City of East Palo Alto begin keeping personal email addresses of employees on file, such information will be provided to the Union.

3.2 Dues Deductions

The City will deduct dues and remit them to the Union pursuant to State law. As of the date of execution of this MOU, the Union is not collecting dues from members.

ARTICLE 4.0: RIGHTS OF PARTIES

4.1 Management Rights

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California and of the United States, including but not limited to the generality of the foregoing, the right:

- a. To set standards and levels of service;
- b. To determine the procedures and standards of selection for employment and promotions;
- c. To direct its employees;
- d. To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;
- e. To determine the methods, means, numbers and kinds of personnel by which City operations are to be conducted;
- f. To determine the methods of financing;
- g. To determine the size and composition of the work force and allocate and assign work by which the City operations will be conducted;
- h. To determine and change the number of locations, relocation and type of operations, processes and materials to be used in carrying out all City functions;
1. To establish employee performance standards including, but not limited, quality and

- standards, and to require compliance therewith;
- j. To take necessary actions to carry out its mission in emergencies;
 - k. To exercise complete control and discretion over its organization and the technology of performing its work;
 - l. To take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities;
 - m. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this memorandum and then only to the extent such express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution of the State of California; and
 - n. The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

4.2 Employee Rights

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees also have the right not to participate in the activities of any employee organization.

Neither the City nor the Union shall interfere with, intimidate, restrain, coerce, unduly influence or discriminate against any bargaining unit member because of his/her exercise of these rights.

4.3 Union Rights

4.3.1 Union Access

A qualified representative of the Union shall be allowed to visit City work locations for the purpose of ascertaining whether or not this Agreement is being observed. The right shall be exercised reasonably. The qualified representative shall report to management before proceeding to any work locations that are not open to the public. The representative shall not meet with employees during work time (not including breaks) and shall not interfere with the normal conduct of work. Activities such as solicitation of membership, collection of dues, holding membership meetings, campaigning for office, conducting elections and distributing literature is strictly prohibited during working hours without prior approval of the City Manager or his/her designee.

4.3.2 Notification to the Union

The City will comply with all conditions established by the MMBA.

4.3.3 Bulletin Boards

Posting of information on City premises shall be limited to approved bulletin boards. Adequate space shall be made available to the Union for posting information on approved bulletin boards, provided the posted material is not derogatory to the City, employees of the City, or other employee organizations, and does not support or oppose candidates for public office or ballot issues.

4.3.4 Release Time

1. The Union shall be limited to no more than one (1) Representative for every three (3) members of the unit. However, Union may identify one (1) alternate Representative. The Alternate steward shall share the three (3) hours of release time with the primary steward for which they are the alternate. The Union shall provide the City with a list of all the primary Representatives and alternate Representatives, including work assignment and contact information.
2. Representatives shall be allowed no more than three (3) hours per month of release time to represent workers in meetings related to grievances, to investigate grievances, to orient new employees, and to meet with executives/management to discuss Union activities. The monthly allotment of hours provided for Representatives cannot be transferred or accumulated from month to month. If HR requires more than three (3) hours of meeting time, HR may request for MEA representative is authorized for extended time for these meetings on a case-by-case basis.
3. Release time must be pre-approved and is at the discretion of the City designated Manager/Director but shall not be unreasonably denied. Moreover, Representative shall not participate during a time that it is foreseeable that such action will create a gap in work production or staff supervision which may result in critical service interruption.
4. A Representative who is released to investigate a grievance or to meet with City officials shall return promptly to his/her regularly assigned duties.
5. Only one Steward shall be relieved from assigned work duties for any given matter.

4.3.5 List of Bargaining Unit Members

On a semi-annual basis every six (6) months the City will provide to the Union a list of bargaining unit employees including vacancies. This list will be in Excel format and will include the following: first and last name; position title; department; Management status (mid-management or management); and employment date.

4.3.6 Bargaining Team

Subject to the City's operational needs, the City shall allow three (3) Union Bargaining Team members reasonable time from work to attend required bargaining meetings during negotiations over a successor MOU. Additionally, negotiators will normally be granted one-half hour caucus time before, exclusive of travel to and from their worksite to the negotiations site. Reasonable requests for additional prep time will be granted. Should a conflict arise between negotiations and City business, the City will notify Union immediately and the parties will work to resolve scheduling issues. The City will not reimburse bargaining unit team members for time spent bargaining outside of normal work hours.

4.3.7 New Worker Orientation

City will give new bargaining unit members contact information for the Union and any relevant materials (including the MOU) provided by the Union. The City will allow each new bargaining unit member thirty (30) minutes of release time to meet with a local union Representative. This time must be used during the member's first pay period of employment with the City. The City will give the Union at least one-week advance notice of a new employee being hired. The City will give the Union at least one-week advance notice of a new employee being hired. The City shall grant release time to at least one appointed Union Representative to conduct the new worker orientation.

4.3.8 Use of City Facilities

The parties agree that work time is for work. Therefore, Union meetings and other Union activities shall not occur during participating employees' work time. Union meetings may occur on participating employees' non-work time in City-controlled public meeting facilities. However, the Union shall limit its use of City facilities to comply with City Policies, Rules, and Regulations. The Union shall procure prior City approval for the use of such facilities and shall schedule the use of City facilities according to City procedure.

ARTICLE 5.0: LAYOFF

5.1 Layoff

The parties agree to abide by the City's personnel rules in regard to layoffs as detailed in Personnel Policies and Procedures Sections.

ARTICLE 6.0: FURLOUGH

The parties agree there will be no furloughs for the duration of MOU ending on July 31, 2022.

ARTICLE 7.0: LEAVE OF ABSENCE (PAID AND UNPAID)

7.1 Management Leave

FLSA Exempt bargaining unit employees often put in hours to meet the demands of their position. While some extra work time is an expected component of their position, the City wishes to provide a benefit in recognition of this service. The City Council has previously authorized standard criteria for Union positions to be eligible for up to sixty (60) hours of Management Leave annually for those employees who are exempt from the overtime provisions of the FLSA.

Accrual of Management Leave shall be in addition to earned vacation benefits and is not intended to be balanced hour for hour with extra time worked by FLSA exempt employees.

Each FLSA exempt Management employee shall receive sixty (60) hours of Management Leave annually, accrued in total as of January 1. Management leave for FLSA exempt employees hired after January 1 will be prorated.

If the leave is not used by December 31, of each year, the unused balance will not carry forward unless approval by the City Manager is received before December 31. The City Manager may authorize a carryover of unused balance. Any unused leave not taken within the extension period, authorized by the City Manager, will be lost. Management leave must be taken as time off and is not compensated upon termination.

7.2 Vacation Leave Credits

All full-time employees covered by this MOU shall earn vacation credits as follows:

<u>Minimum Continuous City Service</u>	<u>Amount of Vacation Earned Annually</u>
0-4.99 years:	80 hours (3.08 hours bi-weekly)
5-9.99 years:	120 hours (4.62 hours bi-weekly)
10-14.99 years:	160 hours (6.15 hours bi-weekly)
15-plus years:	200 hours (7.69 hours bi-weekly)

7.2.1 Vacation Accumulation

A Management employee with less than ten (10) years of consecutive public service shall not accumulate more than two-hundred and eighty-eight (288) hours of vacation.

A Management employee with more than ten (10) years of consecutive public service shall not accumulate more than three-hundred and twenty (320) hours of vacation.

Once the accrual cap is reached, a Management employee shall not accrue any additional vacation until he or she reduces the accumulated hours below the accrual cap, either through usage and/or cash-out (as described in Section 7.2.4).

A Management employee shall receive reasonable notice of the amount of accumulated vacation leave in advance of each anniversary date. Requests for deferring vacation use must be presented to the City Manager sixty (60) calendar days before the end of the calendar year in which the vacation leave was to be taken. In granting deferred vacation, the City Manager may specify a time within which such excess vacation leave must be used.

7.2.2 Vacation Authorization

The City values vacation and believe that an employee's ability to utilize vacation is an important goal. To that end, the City and Union wish to emphasize that MEA bargaining unit employees are not expected to be "on call" during vacation. Of course, because of the importance of their positions, bargaining unit employees must provide adequate contact information in the event it becomes necessary to contact them prior to their return from vacation. If an employee is required to return to work from vacation, the employee shall not be charged vacation for the period during which they have returned to work.

The time at which an employee may use vacation leave and the amount to be taken, at any one time, shall be determined by the City Manager or Designee, with particular regard for the needs of the City and, insofar as possible, considering the desires of the employee. Except in unusual circumstances, use of vacation leave shall be scheduled and

approved in advance of the first day of absence. Approval of use of vacation leave shall be in a form and manner prescribed by the City Manager. Said approval of vacation leave shall not be unreasonably withheld.

7.2.3 Use of Vacation

Vacation leave may be taken by the management employee as it is credited. Accrued vacation time may be used, at a minimum, in blocks of four (4) hour increments. The date of vacation may be selected by the employee but shall be approved by the City Manager or designee, who shall consider the wishes of the employee and the needs of the department and/or the City organization.

7.2.4 Vacation Cash Out

Members of the bargaining unit may make an irrevocable election to cash out vacation during the month of December each year. Employee must complete the "Irrevocable Annual Vacation Cash Out Election Form" each calendar year for the following year. To qualify for vacation cash out, an employee must have more than eighty (80) hours of accrued vacation. Bargaining units may cash out up to a maximum of forty (40) hours of vacation, so long as the member maintains a balance of at least eighty (80) hours. Elections will be cashed out December the following year.

7.2.5 Pay for Vacation Time

Upon termination of employment the Management employee shall receive all earned vacation on record based on the pay level of the employee at the time of the separation of employment. Such payment shall be received in his/her final paycheck from the City.

7.3 Holidays

7.3.1 Official Holidays

All Management employees shall receive twelve (12) designated paid holidays per year to be observed during each fiscal year (July 1 through June 30). Holiday Leave shall be administered as provided for in Section 3.10 of the City of East Palo Alto Personnel Policies and Procedures and subsequent amendments adopted by City Council. Paid holidays shall have a length of eight (8) hours. If an employee desires to take more than eight (8) hours of holiday time (e.g., an employee on a 4-10 schedule), the employee will be permitted to use leave time to make up the difference.

Specified holidays authorized by the City Council are as follows:

1. New Year's Day, January 1
2. Martin Luther King Day, 3rd Monday in January
3. Lincoln's Birthday, February 12
4. Washington's Birthday, February 22 or its legal substitute (third Monday in February)
5. Cesar Chavez Day, last Monday in March
6. Memorial Day, May 31 or its legal substitute (third Monday in May)
7. Juneteenth, June 19
8. Independence Day, July 4
9. Labor Day, first Monday in September
10. Veteran's Day, November 11
11. Thanksgiving Day, third Thursday in November

12. Day after Thanksgiving,
13. Christmas Day, December 25

Note: When any day recognized as a holiday falls on Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on an employee's designated day off which is not a Saturday or Sunday, the employee shall be permitted to schedule eight hours of holiday time for another day within the same pay period as the holiday. A employee may schedule holiday time under this provision in the same manner as vacation is scheduled (pursuant to Section 7.2.3).

7.3.2 Other Holidays

In addition, any day proclaimed by the President of the United States, the Governor of the State of California, and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving shall be provided as a holiday. This shall be administered in compliance with Resolution 0210 (Section 3.10.02).

7.3.3 Other Religious Holidays

A Management employee may request, in advance, to be excused from work for the observance of a bona fide religious holiday, subject to approval of the City Manager. If approved, such time off shall be charged to the Management employee's unused available Vacation or Management Leave balance, whichever the employee designates. Approval of time off is subject to the needs of the City. If not approved, no pay or other time off shall be authorized in lieu thereof.

7.3.4 Effect of Other Leave While on Vacation

When a day designated as a holiday, in Section 7.3.1, occurs during the Management employee's vacation leave, for payroll purposes, the day shall be charged as a holiday instead of vacation. Sick Leave shall not be approved for official holidays. A Management employee in no pay status shall not receive or accrue holiday leave.

7.3.5 Pay for Official Holidays

Management employees shall receive eight-hours of pay for each of the twelve (12) official holidays.

7.4 Sick Leave

7.4.1 Accrual

All Management employees shall accrue sick leave at a rate of three and seven tenths (3.7) hours per bi-weekly pay period, beginning at the end of the first thirty-one days of employment, and sick leave may be accrued with no maximum limit.

7.4.2 Personal Use

Use of accrued sick leave may begin as it is accrued. It is to be used for illness or injury and may not be used to supplement days off.

7.4.3 Family Care Use

Accrued sick leave may be used to care for children, siblings and parents, (be they natural, adoptive, step or foster, grandparents, aunts, uncles, of the employee their current spouse or domestic partner, to a maximum of eighty (80) hours in a calendar year (January through December). It is further provided that leave and or vacation accrual may be used for family care up to twelve (12) weeks in any twelve (12) month period. If all bank accruals have been used, without pay, may be used for such care in unusual or emergency cases with the approval of the City Manager.

7.4.4 Documentation

Employee Leave forms must be filed in all cases and a physician's certification may be required at the discretion of the City Manager and/or designee for absences of three (3) consecutive workdays or more.

7.4.5 Leave Donations

Bargaining Unit members may use up to one-half of their annual accrual of sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, a member of the employee's immediate family. For the purpose of this section, the immediate family of an employee shall mean the following: related by blood, marriage or adoption: spouse, child, parent, sister, brother, uncle, aunt, nephew, niece, grandparent, grandchild, and cousin. Immediate Family shall also include registered domestic partners.

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a catastrophic illness and/or injury. This program allows a permanent City employee to donate accrued vacation time hours to a specific eligible employee who has exhausted his/her own available leave balances on an hour for hour basis. Catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive workdays, or similarly debilitating illness or injury of the employee's immediate family member who has a catastrophic illness or injury as verified by a physician's statement.

- A. To receive leave donations, an employee:
1. Must have been employed in a regular full-time position with the City for a minimum of one year; and
 2. Must be absent from work due to his/her own catastrophic illness or injury for more than twenty (20) consecutive days (as verified by a physician's statement); or be absent from work in order to attend to his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
 3. Must have exhausted all earned leave balances (including sick leave if related to the employee's own illness) vacation, and management leave; except however, donations may be made prior to all balances being exhausted, when the physician's statement and leave balance indicate the probable exhaustion of balances within two (2) pay periods.

B. Donations:

1. Are voluntary.
2. Are made from accrued Vacation and/or Management Leave balances; donations of Sick Leave are not permitted.
3. Must be for a minimum of eight (8) hours, in whole hour increments.
4. Are irrevocable.
5. Are taxable on the part of the recipient, in accordance with IRS Regulations, and are subject to withholding as required by law.
6. Donations shall be processed in the order received. However, a donor's leave shall not be reduced until the recipient actually uses the leave. Unused donation shall remain with the donor.
7. An employee may not donate more than eighty (80) hours to any other individual employee.
8. The total donation received into an employee's donated leave balance shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered when approved by the Human Resources Manager.
9. Upon approval of the request for donations, the Human Resources Manager (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.
10. Nothing in this section shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. Neither shall this section modify existing City rules, policies or agreements regarding unpaid leave of absence or family leave.

“This provision (7.4.5) shall sunset upon the parties' mutual agreement on a City-wide policy on Leave Donation.”

7.5 Fitness for Duty Examinations.

City retains the right to require employees, covered by this agreement, to take a City-requested examination at a physician of the City's choosing. The parties agree that any City order that an employee submit to fitness for duty examination will be made in compliance with applicable laws and judicial decisions.

7.6 Family Medical Leave

7.6.1 Family Medical Leave Act and California Family Rights Act

Management employees shall be entitled to and the City shall comply with leave as provided for in the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

7.6.2 Immediate Family

Immediate Family shall mean the following: related by blood, marriage or adoption; spouse, child, parent, sister, brother, uncle, aunt, nephew, niece, grandparent, grandchild, and first and second level cousin. Immediate family shall also include a registered domestic partner.

7.7 Bereavement Leave

- A. Management employees shall be entitled to up to three (3) calendar days of paid leave for an occurrence of death or serious illness or accident determined to possibly lead to death in the immediate family; five (5) calendar days if out of state. Additional days may be approved by the City Manager or designee and charged to the employee's available unused leave. This leave shall not be accumulated and is in addition to sick leave and vacation benefits except where additional time off is taken as provided above.
- B. Immediate family shall mean the following: related by blood, marriage or adoption: spouse, child, parent, sister, brother, uncle, aunt, nephew, niece, grandparent, grandchild, and cousin. Immediate Family shall also include registered domestic partners;
- C. Request for funeral/emergency leave must be in writing, state the relationship of the family member, and be approved in advance of the City Manager. In special emergencies, an employee may request formal approval after the fact; if approved, leave records shall be adjusted accordingly. Death following a serious illness or injury shall generally be regarded as one (1) occurrence; however, the City Manager reserves authority for determining the nature and/or severity of the illness and the amount of time the occurrence warrants.

7.8 Jury Duty Leave

- A. Management employees required to report for jury duty during regularly scheduled work hours shall notify the City Manager as soon as possible and shall be entitled to leave with pay until released by the Court provided the employee remits to the City within five (5) calendar days after receipt, all fees except those specifically allowed for mileage and subsistence.
- B. A Management employee subpoenaed to appear in court during regularly scheduled working hours, solely as a result of employment with the City, shall receive full pay for such appearance until released by the Court provided the employee remits to the City within five (5) calendar days after receipt, all fees except those specifically allowed for mileage and subsistence.
- C. A Management employee is responsible for keeping the City Manager informed of his/her court schedule.

7.9 Military Leave

- A. Military leave shall be granted in accordance with the Military and Veteran's Code of the State of California and/or federal regulations as amended. All employees entitled to military leave shall be given such leave within such limits as the appropriate military regulations may determine, when leave is requested in addition to the rights of workers returning from such leave.
- B. Every permanent classified officer or employee of the City who is actually inducted into, or enters, any branch of the military, Army, Navy, Air Force, Marines, National Guard, or Coast Guard Service of the United States of America, pursuant to and under the terms and conditions set forth in Section 395, et seq., as amended, of the Military and Veteran's Code, shall be entitled to a military leave of absence from his/her City position and shall be

entitled to receive regular compensation and benefits in accordance with state law and any current City Resolution.

- C. This provision (7.7) shall sunset upon the parties' mutual agreement on a City-wide policy on Military Leave.

7.10 Leave of Absence without Pay

If the circumstances of the particular case warrants, the City Manager may grant leaves of absence without pay for a maximum of ninety (90) working days to any employee. The leave shall be governed by the Personnel Policies and Procedures Section 3.12.13 or as amended by the City Council.

7.11 Industrial Accident Leave

The City agrees to comply with all State and Federal statutes, regulations and rulings with respect to compensation of employees who suffer industrial injury or illness.

ARTICLE 8.0 HEALTH, DENTAL, VISION, LONG TERM DISABILITY, LIFE INSURANCE, DEFERRED COMPENSATION, RETIREMENT, COBRA AND 125 FLEXIBLE SPENDING PLANS

8.1 Medical Insurance

- A. The City shall provide a medical insurance plan or plans (if more than one is available) for eligible employees covered by this bargaining unit.
- B. The City shall contribute up to the full cost of the employee-only level based on the Kaiser Permanente HMO premium. Eligible employees may select coverage from among the available options. Any premiums in excess of Kaiser Permanente HMO plan will be paid by the employee.
- C. The City shall contribute up to sixty five percent (65%) of the premium of the Kaiser Permanente HMO medical plan for those employees electing to have dependent medical coverage under the City's medical plans. The employee shall be responsible for the remaining premium for the elected medical coverage, payable through bi-weekly payroll deductions.
- D. Medical coverage starts the first day of the month following date of hire.
- E. Employees who fail to authorize payroll deduction or make payment pursuant to the approved schedule shall not be provided with dependent coverage.
- F. Employees may insure their eligible dependents (including registered domestic partners, as defined by State law) in the Medical Plans offered by the City.
- G. Employees electing not to take health coverage shall be required to complete and

sign a “Waiver Form” and such form shall be filed in the personnel file.

8.2 Dental Insurance

- A. The City agrees to provide and contribute the full cost of a dental insurance plan(s) (if more than one is available) for its employees. Employees may insure their eligible dependents (including registered domestic partners, as defined by State law) in the Dental Plan(s) offered by the City. Dependent dental insurance coverage shall be paid for by the employee.
- B. Employees electing not to take dental coverage shall be required to complete and sign a “Waiver Form” and such form shall be filed in the personnel file.

8.3 Long Term Disability Insurance

Management employees covered under this resolution may participate in the group long-term disability insurance program, at the City’s expense. For an overview of the plan see the certificate of insurance on file in the City’s Finance Department.

8.4 Life Insurance

The City agrees to provide and pay the full costs for a Basic Term life insurance policy in the amount of \$100,000 for Management employees responsible for a Division, and \$75,000 for Mid-management employee covered under this resolution. Any additional options available through the plan shall be at the employee’s expense. The City shall provide each member a copy of the plan as provided by the insurer.

8.5 Deferred Compensation

The City agrees to provide, at the employee’s expense, a deferred compensation (457) plan approved by resolution of the City Council.

8.6 Retirement

Effective on or about June 29, 2008, the City implemented the 2.5% @ 55 retirement enhancement. Eligible employees hired on or after January 1, 2013, and who meet the definition of “new member” under Government Code § 7522.04(f), shall be covered by the PERS retirement plan two percent (2%) at sixty-two (62) full formula for local miscellaneous employees.

Employees will pay the employee contribution in effect for the applicable formula.

8.7 Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 requires the City to offer employees and their families an opportunity for a temporary extension of health coverage upon separation of employment. The separated employee and/or dependent must pay premiums in advance plus the applicable administrative fee. The specific provisions and restrictions of the Act are available through the Human Resources Department.

8.8 Flexible Spending Plan (125 Plan)

The City shall establish and offer a Flexible Spending Plan (125 Plan) for employees. Enrollment options shall be at the discretion of the employee. The costs of the plan will be paid for by the employee.

8.9 Short Term Disability Insurance (SDI)

MEA bargaining unit employees participate in the State Disability Insurance (SDI) system administered by the State of California Employment Development Department. Coverage shall be limited to the "State Plan" and shall not include any additional voluntary plan design. SDI premiums shall be 100% employee paid on an after-tax basis. Payment shall be made by mandatory payroll deduction for every Management employee.

ARTICLE 9.0 PROFESSIONAL DUES, SUBSCRIPTIONS, LICENSES, AND CERTIFICATES

- A. In order to support each MEA bargaining unit employee in the performance of his/her job duties, the City will pay for the costs of dues and subscriptions for professional/technical licensing and association membership as required, and as approved by the City Manager and/or designee.
- B. The City shall cover costs for non-personal, job related expenses incurred by MEA bargaining unit employees in the course of employment. All such expenses shall be reimbursed or paid upon presentation of duly executed Purchase Orders, Claims Forms, and receipts with Department Head's approval.
- C. Workers who are required by State and/or Federal agencies to be licensed or secure a certificate shall be reimbursed for the fees for the licenses or certificates. This provision excludes licenses required by the Department of Motor Vehicles.

ARTICLE 10.0 AUTOMOBILE USE

(Article 10.0 will be placed in the Personnel Policies and Procedures. Not the MOU)

ARTICLE 11.0 EDUCATION INCENTIVE

- A. No Management employee covered by this MOU shall receive any additional pay as an educational bonus or "certificate pay" unless specifically provided for herein.
- B. Subject to the availability of funding, the City shall make available \$5,000 for tuition reimbursement annually for the employees represented by the Union for purposes of continuing education and update of certification. The maximum per individual is \$500 per fiscal year, limited to the class tuition and required textbooks (neither supplies, nor parking or mileage reimbursements will be considered). Coursework must be on the employee's own time.
- C. Tuition reimbursement shall be available only for coursework that is job-related and taken at an accredited institution and must be approved in advance by the City Manager. Tuition reimbursement is only available for coursework in which the employee receives

a passing grade. The decision of the City Manager is final. The funds shall be subject to budgetary constraints and may not be available from year to year.

- D. In the event that the employees have not exhausted the \$5,000 reimbursement pool by May 31 of any fiscal year, any member who has received the maximum individual reimbursement (\$500), but has expended more than that amount on textbooks or tuition for approved coursework, may apply to the City Manager for reimbursement of the remainder of the appropriate expenses up to an additional \$1,000 maximum per employee. Employees must submit a written request for additional reimbursement on or before May 31st. If the balance remaining in the reimbursement pool is not sufficient to pay the additional expenses for applications received by May 31, the pool shall be distributed equally to each applicant up to the amount of each reimbursement request.

ARTICLE 12.0 TRAVEL AND TRAINING EXPENSES

- A. The City will pay the travel and subsistence expenses of MEA bargaining unit employees, in accordance with the Annual Approved Travel Plan and Budget (including any approved Plan modifications) for travel, meetings and occasions required to pursue the official business of the City, subject to prior approval by the City Manager.
- B. Pursuant to City Policy, the City will advance 75% of the allowable reimbursement for meals consumed by MEA bargaining unit employees during travel on City business. For reimbursement exceeding the 75% advance, upon return from travel, employees are required to submit receipts for meal reimbursement to the City's Finance Department and will be reimbursed up to the allowable amount.

ARTICLE 13.0 HOURS OF WORK

- A. Salaries approved for MEA bargaining unit employees recognize the advanced level of skills required and possessed by these employees, the high level of responsibility delegated to these employees and the potential for longer working hours necessitated by meeting attendance, response to emergency situations, and attendance at court and/or the necessity for meeting project deadlines.
- B. There is no specific compensation for hours worked by FLSA Exempt employees beyond the minimum workweek of forty (40) hours. The following shall serve as basic guidelines to be used in the management of employee work hours:
1. In order to fulfill their job duties, employees may be expected to attend City Council meetings, as well as other Board, Commission, and Committee meetings during the evening and/or on the weekend. FLSA exempt employees shall not receive overtime or additional compensation in any other form for attendance at such meetings/activities. However, non-exempt FLSA employees may receive overtime or compensatory time off with the approval of the City Manager.
 2. All FLSA exempt employees covered under this resolution shall be eligible to use Management Leave during the calendar year as provided in Section 7.1 of this MOU.

- C. In recognition that FLSA exempt MEA bargaining unit employees are often required to attend early morning, lunch, and evening meetings and due to the fact that their work is results oriented without a specific workweek, a system of flexible time is available for their use, subject to the operational needs of the City and as determined by their immediate Supervisor/Manager/Director.

It is expected that all MEA bargaining unit employees work a minimum of forty (40) hours a week, plus any additional work time reasonably required to discharge the duties and responsibilities of the position.

- D. “Flex” Hours
With the approval of their supervisor, FLSA non-exempt (overtime eligible) employees assigned to work off hours, such as attendance at evening meetings or early morning training, may flex their schedules to accommodate the additional work, so long as the “flexed” hours occur within the same workweek. If the employee’s request to flex his or her schedule is denied, the employee may appeal the denial to his or her Department Head.

- E. Alternate Work Schedules

The City may establish alternate workweeks (including 4/10, 9/80 or other schedules) for individuals or groups of employees by providing employees with written notice. The City and Union agree that the availability of alternate work schedules may be a valuable benefit to workers and the City. Alternate work schedules requests may be initiated by employee(s) or at the initiative of the City. Alternate work schedules must be recommended by the Department/Division Manager and approved by the City Manager, with the needs of the City, service to the public, and the needs of the employee(s) being considered. Should a department or division establish an alternative work schedule as a result of meet and confer, the City will notify the Union of any issues with the alternative work schedule as well as any plans to eliminate the schedule.

In all decisions regarding alternative work schedules, the City Manager or designee’s decision will be final.

- F. **Remote work/telework.**

MEA bargaining unit employees have the right to telework and can request to work remotely/telework by writing to their direct supervisor. The parties shall follow the City’s personnel rules regarding teleworking.

ARTICLE 14.0 RELATIONSHIP TO PERSONNEL REGULATIONS

The "Personnel Rules and Regulations of the City of East Palo Alto”, as amended from time to time and as presently adopted by Resolution 0210 provide policies and regulations governing aspects of employee compensation, benefits and conditions of employment. In any conflict between this MOU and Resolution 0210, the provisions in this MOU, or its successor, shall prevail.

ARTICLE 15.0 GRIEVANCE PROCEDURE

- A. This grievance procedure is intended to assure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.
- B. A permanent classified employee or his/her Union representative may submit a dispute according to this procedure. The Union may utilize this procedure in the event a dispute is not directly related to an individual employee and complies with all the provisions of this Article.
- C. Definition. A grievance is defined as a dispute involving the interpretation, application or alleged violation of this Memorandum of Understanding (MOU) and shall not include any appeal of a disciplinary action. No dispute shall be considered a grievance if it does not conform to this definition. Where City Codes or Rules and Regulations provide another appeal process, the Grievant shall choose which process is to be used but shall not use both.
- D. Grievance Procedure

Step 1 - Informal Discussion

Within ten (10) working days of the occurrence of an act in dispute, an employee shall discuss it with the Department Head, who shall investigate and attempt to resolve the matter. The Department Head shall give the employee an oral reply within ten (10) working days after the discussion. If the employee is not satisfied with the response, he/she may proceed to Step 2.

Step 2 - Formal Written Grievance

Any dispute not resolved at Step 1 may be submitted to the City Manager in writing citing the specific provision of the rule in dispute and stating the desired solution within ten (10) working days after the Department Head's Step 1 response. Ten (10) working days thereafter, a meeting shall be scheduled with the employee and the City Manager or designee. The City Manager or designee shall provide the employee a written reply within ten (10) working days after such meeting. If the employee is not satisfied with the response, he/she may proceed to Step 3.

Step 3 - Advisory Arbitration

If the Union is not satisfied with the City Manager or designee's response, it may appeal the dispute to advisory arbitration in writing within ten (10) calendar days after the date of the Step 2 response. Within ten (10) calendar days of the appeal, the parties shall meet to select an arbitrator. If the parties are unable to reach mutual agreement on an arbitrator, the parties shall jointly request a list of seven (7) labor arbitrators from the California State Mediation Service and shall alternately strike names until only one name remains. The party making the first strike shall be determined by a flip of a coin.

Costs for the arbitration (including arbitrator fees and any court reporter) shall be shared equally by the parties. The parties shall each pay for their own representative. The decision of the arbitrator shall be advisory to the City Manager. The City Manager or designee shall have ten (10) calendar days after the receipt of the decision to notify the Union of his/her decision either to adopt or revoke the decision of the arbitrator. If the City Manager or designee takes no action within the ten (10) calendar day period, the City

Manager shall be deemed to have adopted the decision.

A decision adopted by the City Manager or designee will be final and binding upon the parties. A decision revoked by the City Manager or designee shall be deemed to have no effect and the Step 2 reply shall be final and binding upon the parties.

- E. Copies of all City responses shall be sent to the Grievant, Union, and to the Grievant representative at the address indicated on the grievance form.
- F. Failure of the City to adhere to the designated time deadlines shall be deemed a denial and the Grievant may appeal the grievance to the next level. Failure of the Grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the City may extend any time deadline by mutual agreement.
- G. An employee may have a representative of his/her choice present at all stages of the grievance procedure.
- H. An employee shall not be penalized in any way for availing himself/herself of this procedure.

ARTICLE 16.0 DISCIPLINE

16.1 Discipline

Except for employees in the classifications of Chief Building Official and Planning Manager, who serve at the will of the City Manager, the City may reprimand, place on disciplinary probation, discharge, suspend, reduce salary, or demote any employee who has completed the specified probationary period for cause, including, but not limited to:

- Dishonesty;
- Insubordination;
- Immoral or unprofessional conduct;
- Intoxication or the use of controlled substances while on duty;
- Incompetence;
- Willful negligence;
- Excessive absences and/or tardiness;
- Inexcusable absence without leave;
- Misuse of City property;
- Failure to maintain licenses or certificates required by law, City requirements, or job description;
- Failure to perform work as required; or
- Failure to comply with or violation of the City's reasonable rules regarding safety, conduct and operations.

16.2 Right to Representation

Except in situations requiring immediate action, such as, but not limited to, allegations of theft or urgent safety matters, an employee shall be entitled to a representative of his or her choice at an investigative interview that the employee reasonably believes may result in disciplinary action. The employee may request a representative either during or prior to the interview and must make a selection of which individual will be representing him or her within a reasonable time. The employee's choice of representative will not be permitted to delay the investigation, if the resulting delay would harm the investigation.

16.3 Procedure

A. Notice of Intent to Discipline

A Notice of Intent to discharge, demote or suspend must be served on the employee and the Union in person or by certified mail.

The Notice shall include:

1. A statement of the nature of the disciplinary action;
2. The effective date of the action;
3. A statement of the cause thereof;
4. A statement of the act(s) or omission(s) upon which the causes are based;
5. A statement of the employee's right to respond to the charges, either orally or in writing, prior to the action becoming effective; and
6. A statement advising the employee of the right to Union representation.

The Notice shall be accompanied by all documentation upon which the City relied in determining the need for disciplinary action.

B. Employee Response/Skelly Meeting

The employee may respond to the Notice of Intent to Discipline either in person or in writing.

1. If the employee elects to respond in writing, the employee or his representative must file the employee's response within ten (10) workdays after service of the Notice of Intent to Discipline.
2. If the employee elects to respond in person, the employee or his or her representative must request a meeting with the Department Head within ten (10) workdays after service of the Notice of Intent to Discipline. The Department Head shall hold a meeting with the employee within twenty (20) days of the employee's request.

C. Notice of Discipline

If the Department Head determines that discipline is warranted, the Department Head shall issue a written Notice of Disciplinary Action within ten (10) workdays after either the filing of a written response or the date of the Skelly Meeting. If the employee did not request a meeting or file a written response, the Department Head's decision is due twenty (20) workdays after the service of the Notice of Intent to Discipline. The Department Head shall furnish a copy of the Notice of Disciplinary Action to the Union and appropriate Steward.

D. Appeal to Personnel Officer

1. In the event an employee feels that the disciplinary action is unjust, the employee or his or her representative may appeal the action to the Personnel Officer. An appeal of the Notice of Disciplinary Action must be in writing and must be filed with the Personnel Officer within ten (10) workdays of the date of service of the Notice of Disciplinary Action.
 2. For any matter subject to binding arbitration pursuant to Section E, below, the Personnel Officer or designee shall hold an appeal meeting within twenty (20) days.
 3. For any matter not subject to binding arbitration pursuant to Section E, below, the Personnel Officer or designee may either hold an appeal meeting within twenty (20) days or may refer the matter to advisory arbitration.
- A. Advisory arbitration shall be heard by a neutral arbitrator mutually selected by the parties or chosen by the alternating strike method from a list provided by the State Mediation and Conciliation Service. The arbitrator shall have the power to:
- Compel the attendance of witnesses;
 - Require the production of evidence by subpoena;
 - Administer oaths to witnesses;
 - Receive evidence from the department head and the employee, allowing reasonable cross examination of witnesses; and
 - Complete a record of the proceedings, including a certified reporter's transcript.
- B. The arbitrator shall prepare a report to the Personnel Officer with his/her findings and recommendations within forty- five (45) calendar days after the date of referral by the Personnel Officer. The report of the arbitrator shall be non-binding and advisory to the Personnel Officer who shall exercise his/her discretion to accept or reject all or part of the report.
4. The Personnel Officer shall issue his/her decision within ten (10) workdays after either meeting with the employee or receipt of the arbitrator's report, whichever is later.
 5. Except for matters which are subject to arbitration pursuant to Section E, the decision of the Personnel Officer shall be final.

E. Arbitration of Serious Discipline

In the event an employee feels that a discharge, suspension of three (3) or more days, or a reduction in pay for sixty (60) or more days is unjust, the Union shall have the right to appeal the case to binding arbitration. Any appeal under this provision must be filed within twenty (20) days after receipt of the Personnel Officer's decision. The expenses of any arbitration convened pursuant to this section, including the fee for the services of the Arbitrator and court reporter shall be borne equally by the parties. All other expenses which the parties may incur individually, including witness and attorneys' fees, are to be borne by the party incurring such expenses.

16.4 Exceptions

The foregoing provisions shall not apply to employees in the classifications of Chief Building Official and Planning Manager. Employees in those classifications shall continue to be “at will” employees who serve at the will of the City Manager.

ARTICLE 17.0 WAGE AND SALARY SCHEDULE COST OF LIVING ADJUSTMENTS

17.1. Wages

- A. Employees in this unit with a hire date prior to August 1, 2021, will receive a one-time, lump sum, non-PERSable payment in the amount of \$500 (five hundred dollars) effective the first full payroll immediately following August 1, 2021. For clarification it is estimated this pay period will be on or around 8/8/21-8/21/21, for pay date on or around 8/27/21.
- B. Employees in this unit will receive a salary increase of 3% (three percent) effective the first full payroll immediately following January 1, 2022. For clarification it is estimated this pay period will be on or around 1/9/22-1/22/22, for pay date on or around 1/28/22.

17.2 Equity Adjustments and Comparator Agencies:

(There are no equity adjustments for the term of this agreement)

If the City of East Palo Alto and MEA/IFPTE Local 21 agree to a classification and compensation study, then the agencies used shall be:

1. City of Albany
2. City of Belmont
3. City of Burlingame
4. City of El Cerrito
5. City of Foster City
6. City of Martinez
7. City of Millbrae
8. City of Newark
9. City of Pacifica
10. City of Pleasant Hill
11. City of San Bruno
12. City of San Pablo

17.3. Merit Step Increases

Upon the completion of six (6) months of actual initial or promotional probationary service and after receiving a satisfactory performance evaluation, eligible full-time employees who were initially appointed to the “Step A” of the salary range in effect for the class to which appointed will be granted a merit increase to the next higher step in the pay range.

Employees who are at the “Step B” of the salary range or higher shall receive a merit

increase to the next higher step until the top step of the pay range each twelve (12) months of actual service after receiving a satisfactory performance evaluation. Regular part-time employees shall be entitled to merit increases after receiving a satisfactory performance evaluation upon completion of not less than twelve (12) months of actual service in each step of the range.

An employee shall not receive a merit increase beyond the maximum step established for the job classification.

Merit increases shall be effective on the first pay period following the anniversary date (i.e., six (6) months after the initial appointment to the classification at Step A and every twelve (12) months after that), regardless of the date of evaluation.

ARTICLE 19.0 BILINGUAL EXAMINATION AND DIFFERENTIAL

19.1 Bilingual Differential

Employees who are assigned to job duties requiring the use of bilingual skills are eligible to receive \$50.00 per pay period. No employee shall be required to use bilingual skills who is not compensated under this section.

19.2 Eligibility

Bilingual Differential shall be available only to employees who are regularly required to speak, read, or translate in a language other than English in order to perform assigned job duties arising during the normal course of work.

19.3 Examination Process

The City shall establish a test for Bilingual Differential. This test shall include a written and verbal certification, including translation, given by an individual or entity designated by the City. The Human Resources Department shall be responsible for overseeing the administration of the test and certifying test results.

Eligible bargaining unit members may request to take the Bilingual Differential test by submitting a request in writing to the Human Resources Department. Within thirty (30) days of receiving such a request, the Human Resources Department shall decide, in its sole discretion, whether the employee is eligible for Bilingual Differential based on whether bilingual skills are essential to successful performance of the employee's assigned job duties and shall issue notice of its decision to the employee. The decision of the Human Resources Department to arrange for testing shall be final.

If the Human Resources Department approves an employee's request for bilingual testing, the Department shall arrange for testing to be completed within thirty (30) days of the approval.

19.4 Effective Date

Bilingual Differential shall be paid beginning on the first day of the first pay period following the Human Resources Department's certification that the employee has passed the test for Bilingual Differential and otherwise met the requirements to receive Bilingual

Differential. Bilingual Differential shall be based solely on the date of the Department's certification and shall not be paid retroactively.

ARTICLE 20: BOOTS

20.1 Boots

Employee represented by this bargaining group who are required to wear protective footwear will be reimbursed up to \$250 per year for the purchase of safety boots approved by OSHA/ANSI.

In the event an employee's shoes are damaged and/or worn, and/or unsafe as determined by the City, the employee may request that damaged shoes be replaced provided:

- A. The division head/manager concludes the shoes are damaged and need to be replaced.
- B. The employee furnishes proof of purchase for the damaged shoes. Purchase shall have been within the current fiscal year.
- C. The employee has fully expended the boot allowance. If not fully expended, the employee must use the balance of his/her allowance for the purchase of replacement shoes. Requests for replacement equipment shall be made to the City in writing on a City-provided form. The City shall normally respond to such requests within five (5) working days. Denials may be appealed to the Human Resources Manager in writing within five (5) working days. The decision of the Human Resources Manager is final and shall not be appealed.

Denials of replacement equipment shall not be subject to the grievance procedure.

ARTICLE 21.0: CONTRACT TERM

The term of this agreement is one (1) year (August 1, 2021 through July 31, 2022).

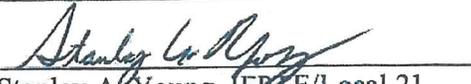
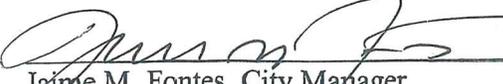
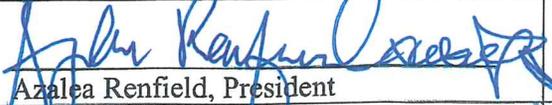
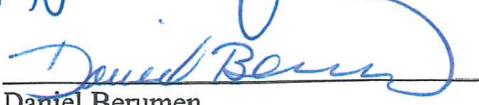
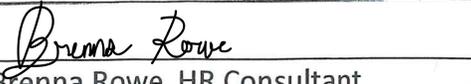
ARTICLE 22.0 OVERTIME

For overtime-eligible classifications, overtime, overtime is limited to "actual hours worked" (not including sick leave, vacation, compensatory time, or other paid or unpaid leave).

ARTICLE 23.0: PAYROLL DEPOSIT

All bargaining unit members will enroll in direct payroll deposit.

ACCEPTED BY:

For the Management Employees' Association (MEA) IFPTE/Local 21 Union:	For the City of East Palo Alto:
 Stanley A. Young, IFPTE/Local 21	 Jaime M. Fontes, City Manager
 Azalea Renfield, President	 Irene P. Camarena, HR Manager
 Daniel Berumen	 Charles Sakai, Chief Negotiator Sloan Sakai, LLP
 Rachel Horst	 Brenna Rowe, HR Consultant Sloan Sakai, LLP

SEE APPENDIX A – MANAGEMENT BARGAINING UNIT

- NEXT PAGE -

**Memorandum of Understanding
Between
The City of East Palo Alto
And the
East Palo Alto Management Employees' Association
(Management Unit)**

Appendix A – Management Bargaining Unit

This unit of employees shall, for the purpose of identification, be titled the Management Unit.

- Support Services Manager, Police Department
- Chief Building Official
- City Engineer
- Community Services Manager
- Deputy City Clerk
- Financial Services Manager
- Fiscal Analyst
- Housing Project Manager
- Maintenance Manager
- Management Analyst
- Planning Manager
- Police Records Supervisor
- Rent Stabilization Administrator
- Senior Engineer
- Senior Planner

**Memorandum of Understanding
Between
The City of East Palo Alto
And the
East Palo Alto Management Employees' Association
(Management Unit)**

Appendix B – Basic Term Life Insurance Policy

<u>Position</u>	<u>Designation/Policy Amount</u>
Support Services Manager (PD)	Management \$100,000
Chief Building Official	Management \$100,000
City Engineer	Management \$100,000
Community Services Manager	Management \$100,000
Deputy City Clerk	Mid-management \$ 75,000
Financial Services Manager	Management \$100,000
Fiscal Analyst	Mid-management \$ 75,000
Housing Project Manager	Mid-management \$ 75,000
Maintenance Manager	Management \$100,000
Management Analyst	Mid-management \$ 75,000
Planning Manager	Management \$100,000
Police Records Supervisor	Mid-management \$ 75,000
Rent Stabilization Administrator	Mid-management \$ 75,000
Senior Engineer	Mid-management \$ 75,000
Senior Planner	Mid-management \$ 75,000